



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Cary D. TALBOT, et al.

Title: SELECTIVE POTTING FOR CONTROLLED FAILURE  
AND ELECTRONIC DEVICES EMPLOYING THE SAME

Appl. No.: 10/815,183

Filing Date: 3/31/2004

Examiner: Stephen W. Jackson

Art Unit: 2836

Confirmation No.: 7016

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Medtronic MiniMed, Inc., having its principal place of business at 18000 Devonshire Street, Northridge, California 91325-1219, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/815,183, filed 3/31/2004, which is a continuation of U.S. Patent Application No. 10/013,943, filed 12/8/2001, now Patent No. 6,801,420, by virtue of an Assignment filed and recorded on 3/29/2002, on Reel/Frame 012776/0263, in the United States Patent and Trademark Office, a copy of which is attached hereto as EXHIBIT A.

Your Petitioner, Medtronic MiniMed, Inc., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,801,420, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,801,420 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

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02 FC:1814

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In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,801,420 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,801,420 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,801,420 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,801,420, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignment attached as EXHIBIT A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,801,420 rests with Petitioners, Medtronic MiniMed, Inc.. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date August 22, 2006

  
 MEDTRONIC MINIMED, INC.

By: \_\_\_\_\_

Name: Eric P. Geismar

Title: Vice President & Senior Counsel



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



JUNE 07, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)

FOLEY & LARDNER  
TED RITTMASER  
2029 CENTURY PARK EAST, SUITE 3500  
LOS ANGELES, CA. 90067



\*102055603A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/29/2002

REEL/FRAME: 012776/0263

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
TALBOT, CARY D.

DOC DATE: 03/14/2002

ASSIGNOR:  
MOBERG, SHELDON B.

DOC DATE: 03/08/2002

ASSIGNOR:  
CAUSEY III., JAMES D.

DOC DATE: 03/22/2002

ASSIGNOR:  
YONEMOTO, JAY A.

DOC DATE: 03/19/2002

ASSIGNEE:  
MEDTRONIC MINIMED, INC.  
18000 DEVONSHIRE STREET  
NORTHRIDGE, CALIFORNIA 91325-1219

ASSIGNEE:  
MEDTRONIC MINIMED, INC.  
18000 DEVONSHIRE STREET  
NORTHRIDGE, CALIFORNIA 91325-1219

012776/0263 PAGE 2

SERIAL NUMBER: 10013943  
PATENT NUMBER:

FILING DATE: 12/08/2001  
ISSUE DATE:

SAUNDRA BALLENGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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3/29/02

04-15-2002

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Attorney Dkt. 047711-0275

RECO

MAR 29 2002



102055603

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- (1) Cary D. Talbot
- (2) Sheldon B. Moberg
- (3) James D. Causey III
- (4) Jay A. Yonemoto

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Medtronic Minimed, Inc.  
18000 Devonshire Street  
Northridge, California 91325-1219

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other:

Execution Dates: (1) 3/14/2002; (2) 3/8/2002; (3) 3/22/2002  
And (4) 3/19/2002

4. Application number(s) or patent number(s): 10/013,943 filed December 7, 2001

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ted Rittmaster  
Address: Foley & Lardner  
2029 Century Park East, Suite 3500  
Los Angeles, CA 90067

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 50-0872 X

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ted Rittmaster

Name of Person Signing

Signature

March 29, 2002

Date

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4/12/2002 TDIAZI 00000127 10013943

11 FC:581

40.00 CP

ASSIGNMENT

Attorney Docket No. 047711-0275

(1-3) Insert Name(s) of  
Inventor(s)

- (1) CARY D. TALBOT
- (2) SHELDON B. MOBERG
- (3) JAMES D. CAUSEY III
- (4) JAY A. YONEMOTO

In consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

(4) Insert name of Assignee

(4) MEDTRONIC MINIMED, INC.

(5) Insert state of  
Incorporation of Assignee

(5) Delaware

(6) Insert address of  
Assignee

(6) of 18000 Devonshire Street, Northridge, CA 91325-1219  
(hereinafter designated as the Assignee) the entire worldwide right, title and interest in the invention known as

(7) Insert identification of  
Invention, such as Title,  
Case Number or Foreign  
Application Number

(7) SELECTIVE POTTING FOR CONTROLLED FAILURE AND  
ELECTRONIC DEVICES EMPLOYING THE SAME  
for which the undersigned has (have) executed an application for patent in the United States of America

(8) Insert Date of Signing of  
Application

(8) on March 8, 14, 19, 22, & 26, 2002

1) The undersigned agree(s) to execute all papers necessary in connection with an application in any country of the world and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not execute, any agreement in conflict herewith.

6) The undersigned hereby appoints:

Paul H. Kovelman, Reg. No. 35,228  
Cary Talbot, Reg. No. 47,123  
Richard K. Yoon, Reg. No. 42,247

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and all of the firm of Foley & Lardner:

Ted R. Rittmaster, Reg. No. 32,933  
Irvin C. Harrington, III, Reg. No. 44,740

the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date: 3/14/02 Signature of Inventor Cary D. Talbot  
Cary D. Talbot

State of California

County of Los Angeles

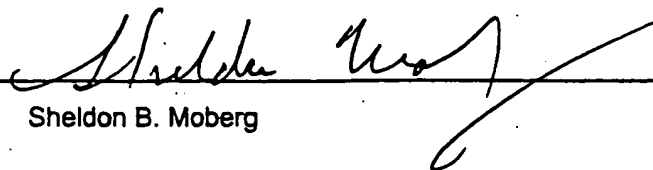
On this March 14, 2002, before me, Christine Pineiro, a Notary Public, personally appeared Cary D. Talbot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Christine Pineiro

Notary Public



Date: 3/8/02 Signature of Inventor   
Sheldon B. Moberg


State of California

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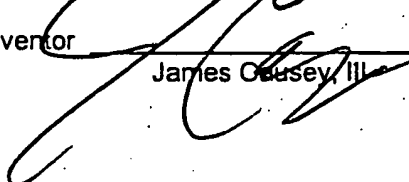
County of Los Angeles

On this March 8, 2002, before me, Christine Pineiro, a Notary Public, personally appeared Sheldon B. Moberg, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

  
Notary Public




Date: 3-22-02 Signature of Inventor   
James Causey, III

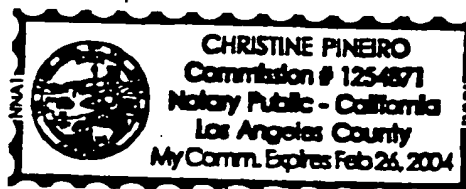
State of California

County of Los Angeles

On this March 22, 2002, before me, Christine Pineiro, a Notary Public, personally appeared James Causey, III, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

  
Notary Public





Date: 3/19/02

Signature of Inventor

Jay A. Yonemoto

State of California

Best Available Copy

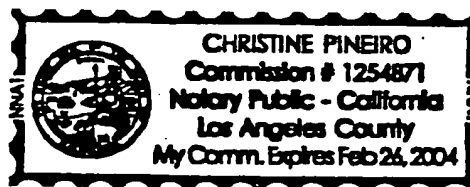
County of Los Angeles

On this March 19, 2002, before me, Christine Pineiro, a Notary Public,  
personally appeared Jay A. Yonemoto, personally known to me ~~(or proved to me on the basis of satisfactory~~  
~~evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledge to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Christine Pineiro

Notary Public



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## ACCEPTANCE:

The undersigned, MEDTRONIC MINIMED, INC., a Delaware corporation, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED this 20 day of March, 2002.

## ASSIGNEE:

MEDTRONIC MINIMED, INC.,  
a Delaware Corporation

By: \_\_\_\_\_

Name: Eric P. Geismar

Title: Vice President and Senior Counsel

State of California

County of Los Angeles

On this March 20, 2002, before me, Christine Pineiro, a Notary Public, personally appeared Eric P. Geismar, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

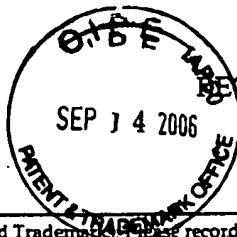


FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Attorney Dkt. 047711-0275

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☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Dates: (1) 3/14/2002; (2) 3/8/2002; (3) 3/22/2002  
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## 4. Application number(s) or patent number(s): 10/013,943 filed December 7, 2001

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B. Patent No.(s)

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## 5. Name and address of party to whom correspondence concerning document should be mailed:

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 Address: Foley & Lardner  
 2029 Century Park East, Suite 3500  
 Los Angeles, CA 90067

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed  
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8. Please charge any additional fees or credit any overpayments to our Deposit account number: 50-0872. X

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Ted Rittmaster

Name of Person Signing

Signature

March 29, 2002

Date

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